

# **EXHIBIT 1**

# KOBRE & KIM

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November 22, 2021

**VIA E-MAIL**

Mr. Jerald Tenenbaum, Esq. (jerald@m-t-law.com)  
Morrison Tenenbaum PLLC  
87 Walker Street  
Second Floor  
New York, NY 10013

Mr. Neil Postrygacz, Esq. (neil@neilesq.com)  
Neil L. Postrygacz, Attorney at Law, P.C.  
175 Varick St.  
New York, NY 10014

**Re: *SingularDTV, GmbH v. Doe*, Case No. 1:21-cv-6000 (VEC) (S.D.N.Y.)**

Mr. Tenenbaum and Mr. Postrygacz:

Thank you for meeting and conferring with us last week. As you know, Kobre & Kim LLP has been engaged by SingularDTV GmbH (the “Company”) to represent it in connection with the above-captioned action (the “John Doe Action”). I am writing to memorialize and follow up on a few points from our discussion.

First, we asked you to explain the basis for Morrison Tenenbaum’s purported representation of the Company in the John Doe Action. You refused to identify the person or persons who purported to engage Morrison Tenenbaum on behalf of the Company, clarify when the purported engagement was made, or explain the nature and scope of the purported engagement. You stated that Morrison Tenenbaum was not willing to consent to a substitution of counsel in the John Doe Action in favor of Kobre & Kim.

Second, you acknowledged on our call that your clients, Zachary LeBeau and Kimberly Jackson, are responsible for the recent termination of SingularDTV’s access to its business email accounts. Disturbingly, you admitted that these accounts are being actively monitored by certain persons but refused to tell us who has access to the accounts, identify the number of people with such access, or articulate the “things” you claim are “in place” to ensure the safety of sensitive company and employee information. You also refused to assure us that your clients and other unauthorized persons are not sending e-mails from, or modifying e-mails sent to, those accounts.

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In addition, you refused to engage in any discussion with us about restoring SingularDTV's control over its email accounts, and instead told us that this should be a subject of litigation.

Third, you were not willing to agree to deposit the Company's remaining digital assets into a secure escrow arrangement pending the outcome of the parties' dispute, notwithstanding Mr. Postrygacz's prior representation that your clients "are more than willing to transfer the ether to a custodial account while the corporate disputes get resolved." Nor were you inclined to discuss the return of other SingularDTV assets, including its intellectual property. You stated that these issues too should be a subject of litigation, and you specifically acknowledged that the parties are at an impasse on all of the above issues.

Please take this letter as express notice that the Company: (i) denies that Morrison Tenenbaum was authorized to file the John Doe Action on its behalf; (ii) denies that Morrison Tenenbaum was or is authorized to pursue any other acts or to incur any obligation or liability on its behalf; (iii) disavows as null and void any purported engagement with Morrison Tenenbaum; and (iv) otherwise hereby terminates any such purported engagement. I am enclosing with this letter Resolutions of the Company's Board of Managing Directors confirming these points.

In light of the above, the Company hereby demands that you immediately cease and desist from purporting to take any further action on its behalf, whether in the John Doe Action or otherwise. The Company further requests that you facilitate its effort to replace Morrison Tenenbaum as its purported counsel of record in the John Doe Action by (1) consenting to the enclosed Notice of Substitution of Counsel and (2) turning over to Kobre & Kim LLP all files, communications, and other documents relating to the representation.

The Company also reiterates its request that Mr. LeBeau and Ms. Jackson immediately restore the Company's administrative control over its email accounts, return the Company's intellectual property, and return the Company's digital assets under their possession and/or control.

Please let us know by 5:00 pm tomorrow, November 23, whether you and your client(s) will comply with these requests.

Under the circumstances, we ask that you preserve and not destroy any and all documents, communications, or other materials that you generate, modify, receive, or otherwise come to

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Mr. Neil Postrygacz, Esq.

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possess relating to your purported representation of the Company. The Company expressly reserves and does not waive any and all rights.

Sincerely,

/s/ Benjamin J. A. Sauter

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Encls.